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ABSTRACT

This document presents the agreement between the Board of Trustees of State College and Massachusetts College of Art Faculty Federation for the period July 1, 1973 to June 30, 1975. Articles concern recognition and definition, relationship between board and federation, use of college facilities, faculty fringe benefits, statement of academic freedom and responsibility, participation in decisionmaking, division and department organization, faculty evaluation and advancement, duties of faculty, faculty grievances, no-strike pledge, statutory responsibilities, the policy-making authority of the Board of Trustees, compliance with board time schedules, duration and extent of contract, and the saving clause. Appendixes present the payroll dues check-off; the board's policy on appointment, promotion, and tenure; nondiscrimination and definition of work year; criteria for studio personnel; and forms for faculty evaluation, student evaluation, and the professional data forms. (MJM)

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Agreement Between
Board of Trustees of State Colleges and Massachusetts College of Art Faculty Federation
Local 2057
American Federation of Teachers, AFL-CIO
June 14, 1973

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PREAMBLE

This Agreement is entered into by and between the Board of Trustees of State Colleges and the Massachusetts College of Art Faculty Federation, AFT Local 2057, AFL-CIO, as the exclusive collective bargaining agent for faculty members in the bargaining unit as described in Article I, Section A.

Massachusetts College of Art is an important part of a statewide system of institutions of higher learning created through the Board of Trustees of State Colleges under laws of the Commonwealth of Massachusetts.

The participation of faculty, together with students and administrators, in the governance of Massachusetts College of Art is essential to its growth and development as a special purpose institution within the system of State Colleges under the jurisdiction of the Board of Trustees of State Colleges.

The educational and public service activities in fine arts, design, and art education at the Massachusetts College of Art are performed by a community of men and women who are members of a profession dedicated to creative achievement through education and public service. It is therefore fitting that they share in the formulation of plans and policies which affect their professional activities under the jurisdiction of the Board of Trustees of State Colleges.

Accordingly, this Agreement between the Board of Trustees of State Colleges and the Massachusetts College of Art Faculty Federation seeks to establish a firm basis for expanded faculty participation in campus governance and to describe more precisely the scope of that participation.

The parties to this Agreement recognize both the need and the opportunity for improvement and growth at Massachusetts College of Art.

The parties to this Agreement recognize both the need and the opportunity for improvement and growth at Massachusetts College of Art; they pledge themselves cooperatively therefore to the task of reassessing the goals and objectives of the College through an alliance of students, faculty and administration committed to the attainment of the highest standards in individual creativity, professional development and service to the community.

ARTICLE I
RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Trustees of State Colleges (hereinafter referred to as the "Board") recognizes the Massachusetts College of Art Faculty Federation AFT Local 2057, AFL-CIO (hereinafter referred to as the "Federation") as the exclusive collective negotiation representative with respect to the conditions of employment of a unit which comprises:

All persons holding a full-time or a part-time appointment from the Board at the Massachusetts College of Art as Professor, Associate Professor, Assistant Professor, Instructor, or Librarian I through V.

B. Jurisdiction

During the term of this agreement, the jurisdiction of the Faculty Federation shall extend to those faculty who now or hereafter hold appointment to the positions included in the bargaining unit as described above.

C. Dues Check-Off

The Faculty Federation shall be permitted authorization for payroll deductions as set forth in Appendix A.

D. Definitions

1. **Academic Year**. The term "academic year" as used in this agreement comprises the inclusive dates from September 1 to June 30. (See Appendix B)

2. **Administration**. The term "administration" as used in this agreement shall mean the President and other principal administrative officers of the College appointed by the Board from time to time, and serving in such administrative capacities; such designation shall not include individuals and positions as defined in Article IA of this agreement.

3. **Board**. The term "Board" as used in this agreement refers to the Board of Trustees of State Colleges as defined in Mass. G.L. c. 15, Section 20A.

4. **Campus**. The term "campus" as used in this agreement refers to any site or location of the facilities or properties of the Massachusetts College of Art.

5. **College**. The term "College" as used in this agreement refers collectively to all facilities and properties which are now or shall hereafter be designated by the Board for the exclusive use of the Massachusetts College of Art.

6. **College Council**. The term "College Council" means a tri-partite Council, established under this agreement to promote cooperative College governance, and composed of representatives of the academic community including faculty, students and administrators.

7. **Dean**. The term "Dean" as used in this Agreement shall mean the Academic Dean or the person holding the equivalent position as may be designated from time to time by the Board.

8. **Division**. The term "Division" as used in this Agreement refers to an organizational unit of the faculty as may from time time be established or disestablished and so designated by the President. The five (5) existing Divisions are: (1) Media and Performing Arts, (2) Critical Studies, (3) Art Education, (4) Fine Arts, and (5) Design.

9. **Department**. The term "Department" as used in this Agreement refers to an organizational unit of the faculty as may from time to time be established or disestablished and so designated by the President. The existing Departments are: (1) Crafts, Sculpture, Painting, and Print Making which are currently under the aegis of the Fine Arts Division, (2) Graphic Design, Architectural Design, Fashion Design, Industrial Design, and Illustration which are currently under the aegis of the Design Division, and (3) Core, Photography, inter related Media & Film Making which are currently under the aegis of the Media and Performing Arts Division. Moreover, solely for the purpose of this Agreement the term Department shall also include the College Library.

10. **Division Chairman**. The term "Division Chairman" as used in this Agreement shall mean any person appointed and so designated by the President of the College in accordance with the provisions of Article VII of this Agreement.

11. **Department Chairman**. The term "Department Chairman" as used in this Agreement shall mean any person appointed and so designated by the President of the College in accordance with the provisions of Article VII of this Agreement.

Moreover, solely for purposes of this Agreement, the Head Librarian shall also be a Department Chairman, and shall, for the duration of the Agreement, discharge the duties of Department Chairmen, or, where appropriate, Division Chairman, as are set forth in this Agreement.

12. **Faculty**. The term "faculty" as used in this agreement means any member of the bargaining unit.

13. **Faculty Grievance**. The term "faculty grievance" as used in this agreement means a complaint by a member or members of the faculty, or by the Federation upon a majority vote of a duly constituted meeting of the Executive Board thereof, brought during the term of this agreement, that an express provision of this agreement, or of any of the policies of the Board which are expressly incorporated by reference in Article XIII of this agreement, has been violated in its application to him, or the Federation, as the case may be.

14. **Federation Representative**. The term "federation representative" as used in this agreement means any representative of the Federation who is a member thereof, and has been officially so designated in writing to the President of the College, or a representative of the Massachusetts Federation of Teachers of the American Federation of Teachers who has been officially so designated in riting to the President of the College by the President of the Federation.

15. **President**. The term "President" as used in this agreement means the chief executive officer of the Massachusetts College of Art, or a person acting in that capacity, duly appointed and authorized by the Board.

16. **Program**. The term "program" as used in this agreement, shall refer to the existing programs of (1) the BFA programs in Fine Arts, Design, and Art Education, (2) the graduate program (M.S.Ed.) in Art Education, and (3) the program of Continuing Studies, and such other programs as may be approved and so designated by the Board from time to time.

17. **Promotion**. The term "promotion" as used in this agreement means advancement to a higher faculty rank.

18. **Rank**. The term "rank" as used in this agreement means any of the four academic ranks of Instructor, Assistant Professor, Associate Professor, and Professor, and Professional Librarians I through V.

19. **Student**. The term "student" as used in this agreement means any person certified by the Dean to be matriculated in either a graduate or undergraduate degree program of the College.

20. Wherever the singular is used and the context clearly so requires, it shall include the plural.

E. Faculty Entitlement Under this Agreement

Every member of the Faculty within the bargaining unit as described in Article IA shall be entitled to the applicable benefits set forth in this agreement and shall have the right to

participate in the elections in the manner provided in this agreement, subject to the following limitations:

(1) no person in the bargaining unit holding a part time appointment from the Board shall be eligible for tenure or for sabbatical leave;

(2) no person in the bargaining unit holding an appointment from the Board for less than one half (½) time shall be entitled, in accordance with the applicable statutes of the Commonwealth, to any of the benefits set forth in Article IV of this agreement;

(3) any person in the bargaining unit holding an appointment from the Board at less than one half (½) time shall be entitled to vote in the election for the five (5) faculty representatives to the College Council as set forth in Article VIA(a), in the election for the two (2) faculty representatives to the **Committee on Governance Review** as set forth in Article VIB(b)(4) in the election for the faculty representatives to the Search Committee as set forth in Article VIIA(2), and in the election of the five (5) faculty representatives to the **Committee on Faculty Advancement and Welfare** as set forth in Article VIII, except that each such vote case shall be counted as a one fourth (¼) vote. All faculty appointed at one-half(½) time or more shall be entitled to a full vote;

(4) any person in the bargaining unit holding an appointment of less than one-half(½) time from the Board shall be entitled to be nominated for and elected to membership on any committee established in accordance with the provisions of this agreement, and shall be entitled to full voting membership once elected to any such committee.

ARTICLE II
RELATIONSHIP BETWEEN THE BOARD AND THE FEDERATION

A. Fair Practices

1. As sole bargaining agent the Faculty Federation will continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed, national origin, sex or marital status. The Faculty Federation shall represent equally all faculty without regard to membership or participation in the activities of any employee organization.

2. The Trustees agree to continue their policy of non-discrimination against any person on the basis of race, color, creed, national origin, sex, marital status, age, or participation in or association with the activities of any employee organization.

3. Moreover, the Federation agrees to cooperate with the Board in the implementation of the Affirmative Action Program as amended from time to time by the Board.

B. Individual Contracts

This agreement shall be incorporated into employment contracts hereafter issued to faculty members, and no contract hereafter entered into with a member of the faculty during the term of this agreement shall be contrary to the terms contained herein. Rights and benefits of faculty members set forth in this agreement shall be incorporated by reference into and made part of any individual contract of employment with the Board of Trustees, except that in the case of individual contracts of employment existing as of the date of this Agreement

this Agreement shall not be incorporated by reference therein, without the assent and approval of each such faculty member.

Upon such approval, in the event of conflict between the terms of an individual contract and the terms of this agreement, the latter shall be controlling.

C. Consultation

On behalf of the Board, the Director of the Division of State Colleges, or his designee, and the President of the Massachusetts College of Art shall meet with representatives of the Federation once each semester for the purpose of maintaining good relationships through regular communication and for the purpose of discussing those matters necessary to the implementation of this agreement other than a pending student or faculty grievance. The President of the College shall meet with representatives of the Federation from time to time during the academic year, and at such other times within five (5) days after a request of either the President of the College or the President of the Faculty Federation for the purposes of maintaining and improving relationships.

D. Information

The Board shall make available to the Federation upon its written request within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees as are necessary for the implementation of this agreement. It is understood that this shall not require the Board to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed confidential.

ARTICLE III
USE OF COLLEGE FACILITIES

Upon request to the President of the College or his designee, the Federation shall be permitted to meet at the College if appropriate facilities are available. All requests must be in writing at least twenty four (24) hours prior to the requested meeting. The parties agree to use their best efforts to schedule meetings and meeting locations involving faculty in a manner designed to avoid conflicts between such duly requested and previously scheduled meetings, and between such duly requested meetings and the class schedule.

The President or his designee shall assign bulletin boards for the exclusive use of the Federation for the purpose of posting Federation notices.

The Federation shall be permitted the right to place Federation notices in Faculty mailboxes.

Federation members within their respective Departments shall be entitled to use telephones existing within their respective Departments for purposes of intra-college communication of official Federation or Departmental business.

The College will make every effort to provide the Federation an office on the campus.

ARTICLE IV
FACULTY FRINGE BENEFITS

A. Leave

1. Sick Leave

(a) All faculty members shall be entitled to ten (10) days sick leave for each academic year of service. Sick leave credit will begin on the first day of the month following employment and will accumulate monthly. A renewal of contract will be deemed a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

(b) Sick leave not used in any year may be accumulated.

2. Sabbatical Leave

Any faculty member who has served as such in the state colleges for at least seven (7) consecutive years after entering such service, or if a leave of absence has previously been granted to him after the termination of the last such leave may, upon written recommendation of the President of the College, be granted by the Director of the Division of State Colleges a leave of absence for study or research, for a period of one (1) year at half pay or for a period of a half year at full pay for such period; provided that prior to the granting of such leave said teacher shall enter into a written agreement with the Board of Trustees that upon the termination of such leave he will return to the State Colleges service and serve as a teacher in the same or another State College for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of the salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

3. Funeral Leave

Upon evidence satisfactory to the Board or (3) designee of the death of the husband, wife, child, parent, spouse's parent, brother or sister of any faculty member, or of a person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days.

4. Exclusions from Leave Deduction

Upon the application of a faculty member, through his Department Chairman, the President of the College may grant such faculty member permission to attend a convention, meeting of a learned society, or other professional function without loss of compensation or other penalty and such attendance shall be deemed to be a part of the professional duties of such faculty members.

5. Leave Without Pay

Upon the application of a faculty member, and recommendation by the President of the College, the Board or its designee may grant to such faculty member leave without pay for such term, upon such condition, and for such purpose as the Board or its designee

(iii) Objective. The purposes for which a faculty member may submit his application for such unpaid leave may include but shall not be limited to (a) advanced study, (b) participation in exchange teaching programs in other states, territories, countries, and foreign nations, (c) Art or cultural program related to his professional responsibilities, and (d) such other purposes as may be allowed under the laws of the Commonwealth. Any faculty member granted an unpaid leave of absence shall retain those benefits accrued during the period of his leave which are permitted by statute and the policies of the Board of Trustees.

B. Insurance

1. Life Insurance

The Board shall continue to cover all employees of the bargaining unit under the plan in effect during the term of this agreement pursuant to the provisions of M.G.L. c. 32A, § 5, as in (iii) and 10A.

2. Health and Accident Insurance

The Board shall continue to cover all employees of the bargaining unit under the plan in effect during the term of this agreement pursuant to the provisions of the M.G.L. c. 32A, § 5, (i) & 10A.

3. Tax Deferred Annuities

The Board shall continue its policy of permitting the purchase of annuities by faculty members pursuant to M.G.L. c. 15, and 14A.

4. Workmen's Compensation

The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section (c) thereof to include them within the coverage of said Chapter 152.

C. Changes in Benefits

The foregoing provisions of this Article notwithstanding, the parties agree that during the term of this agreement if changes in the benefits provided in this article are authorized and funds provided therefor by the General Court, or are duly established by administrative action applicable to such benefits then, upon such event the benefits shall be increased, or decreased, or terminated, as the case may be, after conference between the parties, from the effective date thereof during the balance of the term of this agreement.

D. Changes in the Agreement

The parties further agree that should the provisions of the Massachusetts G.L. c. 149, § 178 existing as of the date hereof be amended by the General Court, the parties shall upon thirty (30) days written notice of either meet and confer with respect to such amendment and may incorporate any written agreement mutually agreed upon into this Agreement. The provisions of this section, however, shall not be deemed to impair any term in this Agreement contained.

ARTICLE V
STATEMENT OF ACADEMIC FREEDOM, RESPONSIBILITY AND TENURE

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with university activities, freedom of movement on the campus or freedom for students to pursue their studies are the antithesis of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard, and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars to institutions of higher education freely to study, discuss, investigate, teach, publish, and, for the artists, freely to create and exhibit works of art.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the students to freedom in learning. It carries with it duties correlative with rights.

Academic Freedom

(1) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(2) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful to present various scholarly views related to his subject and avoid presenting totally unrelated material.

Academic Responsibility

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE VI
PARTICIPATION IN DECISION MAKING

1. **Organization of the College Council**
   A. Council Membership

There shall be established a College Council (hereinafter called the Council) composed of five (5) elected faculty members, five (5) elected students and five (5) members of the administration appointed by the President. The President of the College shall also be an ex-officio non-voting member of the Council. The representatives to the Council shall be elected as follows:

(i) **Faculty Representatives**

The five (5) faculty representatives to the College Council shall be chosen in an election to be held under the auspices of the Faculty Federation on or before October 1, of each academic year. Terms of office shall be for two (2) years commencing immediately upon election, except that in the first such election, held on or before October 1, 1973, three (3) shall be elected for a two (2) year term and two (2) shall be elected for a one (1) year term. All full-time and part-time faculty members of the College shall be eligible to vote in such election and shall be eligible for membership on the College Council except that faculty members shall not serve simultaneously on the College Council and the Council's **Committee on Governance Review** under B (b)4 of this Article.

(ii) **Student Representatives**

The five (5) student representatives to the College Council shall be chosen in an election to be held under the auspices of the Student Government Association on or before October 1 of each academic year. Terms of office shall be for two (2) years commencing immediately upon election, except that in the first such election, held on or before October 1, 1973 three (3) student representatives shall be elected for a two (2) year term, and two (2) shall be elected for a one (1) year term.

Each student at the College shall be eligible to vote in such election and shall be eligible for membership on the College Council, except that students shall not serve simultaneously on the College Council and the Council's **Committee on Governance Review** under B (b)4 of this Article.

(iii) **Administrative Representatives**

The five (5) administrative representatives to the College Council shall be the Academic Dean, the Dean of Students, the Dean of Administrative Services and two (2) other administrators appointed by the President at his discretion. The Academic Dean, the Dean of Students and the Dean of Administrative Services shall serve for the duration of this agreement; the terms of the two (2) additional administrative representatives shall be at the discretion of the President.

(iv) **Chairmanship of the College Council**

The College Council shall elect its own Chairman by and from the membership of the Council at the first meeting following the election from the membership thereof. The President of the College shall not be eligible for such Chairmanship.

(v) **Vacancies on the College Council**

In the event any duly elected faculty or student representative to the College Council shall be unable or unwilling to serve in that capacity, the unexpired term of such representative shall be filled by a faculty member or student chosen at large in a special election to be held under the auspices of the Faculty Federation or the Student Government Association, as the case may be. Such special election shall be held within thirty (30) days of notice by the Chairman of the College Council that such vacancy exists.

B **Committees of the College Council**

(a) **Standing Committees**

The College Council shall have the following Standing Committees:

1. Library
2. Student Affairs
3. Facility Utilization and Services
4. Governance Review
5. Admissions
6. Curriculum
7. Scholastic Standards
8. Exhibitions and Community Programs
9. Graduate and Continuing Education

(b) **Membership on Standing Committees on the College Council**

The Standing Committees of the College Council shall have the following membership:

1 **Membership Appointed — 2:2:1 ratio**

The membership of the Standing Committees on **Library, Student Affairs, and Facility Utilization and Services,** shall consist of two (2) faculty members appointed by the Council after consultation with the President of the Faculty Federation and two (2) students appointed by the College Council after consultation with the President of the Student Government Association; terms of office shall be for two (2) years except that in the first year one (1) such faculty member and student shall be appointed to serve a term of two (2) years and the second such faculty member and student shall be appointed to serve a term of one (1) year. Moreover, the President of the College shall designate from time to time and at his discretion, an administrative representative to each of the Standing Committees on **Library, Student Affairs,** and **Facility Utilization and Services.** The Head Librarian may be appointed to the Library Committee by either the Council as a faculty member, or by the President as the administrative member; however, he shall be appointed to only one position on the Committee. In addition, a non-voting chairman, who shall be a student, shall be chosen and appointed by the Council to the **Committee on Student Affairs.**

2 **Membership Appointed — 4:4:2 ratio**

The membership of the Committees on **Admissions, Curriculum, Scholastic Standards,** and **Exhibition and Community Programs,** shall consist of four (4) faculty members appointed by the College Council after consultation with the President of the Faculty Federation and four (4) students appointed by the College Council after consultation with the President of the Student Government Association. Terms of office shall be for two (2) years except that in the first year two (2) such faculty members and students shall be appointed to serve a term of two (2) years and two (2) shall be appointed to serve a term of one (1) year.

Moreover, the President of the College shall designate, from time to time and at his discretion, two (2) administrative representatives to each of the Standing Committees on **Admissions, Curriculum, Scholastic Standards,** and **Exhibitions and Community Programs.**

In addition, a non-voting Chairman who in each case shall be a faculty member, shall be chosen and appointed by the Council, one to the **Curriculum Committee** and one to the **Committee on Scholastic Standards.**

3 **Membership Appointed 4:4:2**

The membership of the **Committee on Graduate and Continuing Education** shall consist of four (4) faculty members appointed by the Council after consultation with the President of the Federation, and four (4) students, three (3) of whom shall be graduate students and one (1) of whom shall be an undergraduate student in his senior year, appointed by the Council, after consultation with the President of the Student Government Association. Terms of office for the faculty and student representatives shall be for two (2) years, except that in the first year two (2) such faculty members and students shall be appointed to serve a term of two (2) years, two (2) such faculty members shall be appointed to serve a term of one (1) year and two (2) students shall be appointed to serve a term of one (1) year, one (1) of whom shall be the senior appointed to the Committee.

Moreover, the President of the College shall designate, from time to time and at his discretion, two (2) administrative representatives to the **Committee on Graduate and Continuing Education.** In addition, a non-voting chairman, who shall be a faculty member shall be chosen and appointed by the Council to the **Committee on Graduate and Continuing Education.**

4 **Membership Elected**

***The **Committee on Governance Review** shall consist of two (2) faculty representatives, two (2) student representatives, and two (2) administrative representatives. The two (2) faculty and two (2) student representatives shall be chosen in elections to be held under the auspices of the Federation and the Student Government Association, as the case may be, on or before October 7 of each academic year. Terms of office of faculty and student representatives shall be for the term of this agreement.

All full-time and part-time faculty members and all students shall be eligible to vote in such election and shall be eligible for membership on the **Committee on Governance Review**, except that those faculty members and students shall not serve simultaneously on the **Committee on Governance Review** and the College Council.

Moreover, the President of the College shall designate at his discretion for the term of this agreement, two (2) administrative representatives to the Standing **Committee on Governance Review**.

(c) **Committee Meetings**

Each of the foregoing Committees established in accordance with the provisions of this Article shall meet regularly and at a time and place convenient to its members in such a manner so as to permit it to diligently complete the work of the Committee. Each Committee shall elect a Chairman except those Committees whose Chairman is appointed by the Council, as provided in Article VI B - b. 1, 2, 3). Each Committee shall elect a secretary. The secretary shall maintain minutes, records and reports of the Committee. Copies of such minutes, records and reports shall be forwarded regularly to the Council and to the President of the College.

(d) **Notice of Election Results**

Notice of all elections to the Council or its Committees conducted in accordance with the provisions of this Article by the Faculty Federation and the Student Government Association shall be transmitted in writing to the President of the College forthwith. Membership of all Committees of the Council, whether by appointment or election, shall be completed not later than October 15th of each academic year and notice thereof shall be sent to the President of the College, the President of the Federation and the President of the Student Government Association by such date.

(e) **Vacancies on the Committees of the Council**

In the event any duly appointed or elected faculty or student representative to any Committee of the Council except the **Committee on Governance Review** shall be unable or unwilling to serve, the unexpired term of such representative shall be filled by a faculty member or student elected by the College Council after consultation with the Presidents of the Faculty Federation or of the Student Government Association, as the case may be. In the event, however, any duly elected faculty or student representative to the **Committee on Governance Review** shall be unable or unwilling to serve, the unexpired term of such representative shall be filled by a faculty member or student chosen in a special election to be held under the auspices of the Federation or the Student Government Association, as the case may be. Such special election shall be held within thirty (30) days of notice by the Chairman of the College Council that such vacancy exists, and shall be subject to the applicable restrictions set forth in Article VI 1B (b).

(f) **Authority to Increase the Membership of Standing Committees**

Upon a majority vote of the College Council, with the concurrence of the President, the membership of any Standing Committee of the Council established herein may

be increased provided that there be no change in the membership ratio of such Committees and such increase in the membership of any Standing Committee of the Council shall be made in accordance with the election or appointive procedures for such membership group contained in this Agreement.

(g) **Establishment of Ad-hoc Committees of the College Council**

Upon a majority vote of the College Council, an Ad-hoc Committee may be established from time to time to study special educational problems and needs of the College. Such Ad-hoc Committees shall be responsible to the College Council for the completion of its assignment; any recommendations of Ad-hoc Committees shall be transmitted in writing to the College Council.

2 **Role and Responsibilities of the College Council and the College President**

A **Role of the College Council**

The College Council shall be the primary agency for coordinating and implementing the system of the tri-partite governance set forth in the provisions of this Agreement. Accordingly, the Council shall encourage the participation of all members of the College faculty, student body and administration in the processes of decision making.

During the academic year from September 1 through June 30, the Council shall:

(a) review and study educational matters relating to the goals, objectives and interests of the College and make proposals thereon to the President of the College;

(b) accept for study any such matter submitted to it by the President of the College;

(c) appoint faculty and student members to the committees of the Council, except in those cases where membership is elected, in accordance with the procedures and provisions of this Agreement;

(d) make any assignment to any of its committees consistent with the duties of such committee as set forth in this Agreement;

(e) establish guidelines and schedules for the timely conduct of the operations of the Council and its committees;

(f) review, coordinate and consolidate the reports and recommendations of the committees of the Council;

(g) present annually by referenda to the faculty and student body curriculum modifications, if any, for at least the subsequent year, including any proposed changes in majors, degree programs, or graduate requirements;

(h) develop recommendations on budgetary priorities for the planned improvement of the Colleges educational resources in such areas as staffing, facilities, equipment and supportive services;

(i) prepare recommendations for presentation to the President on the effective allocation of the College's resources.

(j) make recommendations on the allocations of new faculty positions, review all recommendations for appointments, to those positions which shall be submitted by

Division and Department Chairmen as provided in Article VII, and confer with the Chairmen on such appointments prior to submitting its recommendations to the President of the College.

(k) to receive informational copies of the recommendations to the President from the **Committee on Faculty Advancement and Welfare**, concerning the reappointment in rank, non-reappointment, promotion to a higher rank, tenuring, sabbatical leave or dismissal from service at the College of faculty members, and make any comments of its own on these matters at its discretion to the President of the College; to receive informational copies of the recommendations to the President from the **Special Committee on Tenure** concerning the tenuring of faculty members, and to make any comments of its own.

(l) act as the intermediary level of review, as required, in unresolved faculty grievances, in accordance with the procedures and provisions of sub-section C of Article X of this Agreement; and

(m) recommend to the President agenda topics for meetings of the full faculty.

(n) be authorized to submit an advisory recommendation to the President with respect to the candidates for appointment to the position of Academic Dean or Dean of Students.

Upon majority vote of the members of the Council, the Chairman of the Council shall be authorized to transmit to the President of the College any recommendation or proposal deemed by the Council to be related to the goals, objectives and interests of the College.

Prior to making recommendations which seek to modify the curriculum or the requirements for graduation, or which propose new degree programs or new majors, the Council shall submit such recommendations through two (2) separate referenda, one to the faculty and one to the student body. Other matters which are deemed by the Council upon a two-thirds (2/3) vote of the members thereof to be of comparable importance to the College, shall also be submitted through two (2) separate referenda, one to the faculty and one to the student body respectively. The results of these separate referenda shall be advisory to the Council and shall be taken into consideration by the Council in its deliberations.

All recommendations from the Committees of the Council shall be made directly to the Council for its review. The Council shall be responsible for reviewing all recommendations of its Committees and shall make every effort to resolve any conflicts and differences in committee recommendations. Within thirty (30) days of the receipt of any such report or recommendation from any of its Committees, the Council shall transmit such reports or recommendations to the President of the College together with any comments or recommendations of its own.

The Council shall meet at regular times, not less than once each month. Upon vote of the Council, the Council may establish an executive committee with full power to meet and carry out the work of the Council during the months of July and August and at such other times when the College is in recess for five (5) or more consecutive working days. The membership of the executive committee shall be drawn from the membership of the Council and shall consist of one (1) faculty representative, one (1) student representative and one (1) administrative representative selected by the Council.

B. **Role of the President of the College**

The President of the College shall serve as the chief executive officer of the College. As President, he exercises leadership in the educational advancement, public service activities, and the development of resources of the institution. In the conduct of these responsibilities, he shall encourage the participation of all members of the College community through the agency of the College Council and its Committees.

In the conduct of his office, the President shall give consideration to the advisory recommendations which are submitted to him by the Council pursuant to the provisions of Article VI (2A) or on any other matters which, at his discretion, he shall refer to the Council for their recommendation.

Accordingly, all recommendations of the Council shall be transmitted to the President of the College for final review and approval in accordance with the provisions of this Agreement. The President has the authority to make any recommendations to the Board which he deems appropriate. In the event that the President shall not approve a recommendation of the Council as presented, he shall confer with the Council in an effort to resolve any differences. Further, if the President of the College makes a final recommendation to the Board which is contrary to such a recommendation of the Council duly submitted to him, the President shall include for the information of the Board that recommendation of the Council as well as the results of any college referenda conducted by the Council pertinent to that recommendation.

Appointment of individuals to the position of Academic Dean or Dean of Students are ordinarily made by the Board upon recommendation of the President of the College. In appointments to these positions, the President may seek an advisory recommendation from the Council.

3. **Role of the Standing Committees of the Council**

The Committees of the Council shall submit an annual report to the Council, and may, from time to time, prepare and transmit to the Council additional reports and recommendations. In making such recommendations, the Committee shall take into account any statement of need which may be submitted by a Division Chairman.

(i) **The Committee on Library**

The Committee on Library, consisting of two (2) faculty members, two (2) students, and one (1) administrator as set forth in Article VI 1B (b), shall be responsible for studying and making recommendations after consultation with the Head Librarian for:

(a) the development of an overview of library policies and programs;

(b) the improvement of library content and operations taking into account both changes within the College's curriculum and within the discipline areas; and

(c) the establishment of priorities for library acquisitions in print, film and audio visual materials, taking into account any statement of need which may be submitted by a Division Chairman.

(ii) **The Committee on Student Affairs**

The Committee on Student Affairs, consisting of two (2) faculty members, two (2)

students, one (1) administrator and a non-voting student chairman, as set forth in Article VI-IB (b), shall be responsible for studying and making recommendations, after consultation with the Dean of Students, on all matters relating to student affairs, including, but not limited to, advising, counseling, guidance, housing, health, morale, financial aid and job placement.

(iii) **The Committee on Facility Utilization and Services**

The Committee on Facility Utilization and Services, consisting of two (2) faculty members, two (2) students, and one (1) administrator as set forth in Article VI-IB (b), shall be responsible for studying and making recommendations, after consultation with the Dean of Administrative Services, for the most effective and equitable use of space, equipment, facilities, and supportive services for College operations. In making such recommendations, the Committee shall take into account any statement of need which may be submitted by a Division Chairman.

(iv) **The Committee on Governance Review**

The Committee on Governance Review, consisting of two (2) faculty, two (2) students, and two (2) administrators as set forth in Article VI-IB (b), shall:

(a) conduct an on-going study of the processes for tri-partite governance and participation in decision-making as set forth in Article VI of this Agreement;

(b) submit to the Council an annual report by January 1 of each academic year, assessing the effectiveness of the processes of tri-partite governance set forth in Article VI of this Agreement, together with any recommendations by the Committee for the improvement of such processes;

(c) present special reports at any time during the academic year, together with such recommendations as the Committee deems in the interests of improving tri-partite governance and the participation of faculty and students in decision-making; and

(d) submit copies of all such special reports and of the annual report, to the Board, to the Council, to the President of the College, to the President of the Federation, and to the President of the Student Government Association.

(v) **The Committee on Admissions**

The Committee on Admissions, consisting of four (4) faculty members, four (4) students, and two (2) administrators, as set forth in Article VI-IB (b) shall review and recommend policies governing admissions, determine whether such policies are being properly implemented, and prepare plans and recommendations, after consultation with the Director of Admissions for submission to the College Council for the improvement of established admissions policy.

In addition, the Committee on Admissions shall assist the Director of Admissions in:

(a) processing students for admission to the College; and

(b) scheduling and assigning faculty for art evaluations.

(vi) **The Curriculum Committee**

The Curriculum Committee consisting of four (4) faculty members, four (4) student members, two (2) administrators, and a non-voting faculty chairman as set forth in

ARTICLE VI B (6) shall be responsible for reviewing and making recommendations and proposals after consultation with the Academic Dean and the Division Chairmen with respect to:

(a) The structure and content of curriculum requirements of each Division of the College at the undergraduate and graduate levels.

(b) Changes in any approved program or the advancement of new educational modes at the undergraduate and graduate levels, developed by any Division of the College.

(c) The evaluation of existing and approved courses and programs and procedures for the development of any new educational programs and degrees at the undergraduate and graduate levels.

(d) Assessing the total curriculum of each Division of the College for the addition, deletion and total inventory of courses.

(e) Course prerequisites, credits and limitations of class size.

(f) Interrelationship among division areas and departmental courses.

(g) Means of implementation of suggested curriculum changes.

(h) Before initiating recommendations on any new degree program the adequacy and organization of faculty resources for the new program shall be reviewed with the Scholastic Standards Committee and the Division Chairmen.

Recommended proposals of the above items are to be referred to the College Council for its consideration and finally to the Faculty as a whole for its approval.

(vii) **The Scholastic Standards Committee**

The Committee on Scholastic Standards consisting of four (4) faculty members, four (4) student members, two (2) administrators and a non-voting faculty chairman as set forth in ARTICLE VI B (7) shall be responsible for reviewing and making recommendations and proposals after consultation with the Academic Dean and the Division Chairmen with respect to:

(a) Standards and requirements for degrees and faculties at the undergraduate and graduate levels.

(b) Systems and procedures for the evaluation of student achievement at the undergraduate and graduate levels.

(c) Student dismissal procedures.

(d) Systems and procedures for the evaluation of faculty performance by students at the undergraduate and graduate levels.

(e) Student petitions related to academic matters.

Recommended proposals of the above items are to be referred to the College Council for its consideration and finally to the Faculty as a whole for its approval.

(viii) **The Committee on Exhibitions and Community Programs**

The Committee on Exhibitions and Community Programs, consisting of four (4) faculty members, four (4) students and two (2) administrators, as set forth in

Article VI B (8) shall be responsible for developing recommendations, after consultation with the Director of Exhibitions and Programs, on the objectives of the College's extra curricular programs and on the resources required for their effective pursuit, and shall assist the Director of Exhibitions and Programs in:

(a) developing extra curricular art activities and related programs aimed at providing the College with continuous exposure to contemporary visual and intellectual ideas throughout the academic year;

(b) encouraging faculty, administrator, and student involvement and participation in these programs and activities;

(c) scheduling of all College art exhibits, film series, lectures, seminars and other events, both on and off campus;

(d) developing cooperative extra curricular programs with museums, public agencies and other Colleges and Universities;

(e) proposing and initiating new modes of community services, including public exhibitions, lectures, conferences, festivals, theatrical events, film series, and other community programs;

(f) encouraging participation of the general public in all community service programs of the College; and

(g) encouraging participation of the college community in generating proposals, for the Council review, to foundations and other grant agencies in support of the extra curricular programs of the College.

(x) **The Graduate and Continuing Education Committee**

The Graduate and Continuing Education Committee, consisting of four (4) faculty members, four (4) students, two (2) administrators, and a non-voting faculty chairman as set forth in ARTICLE VI B (9) shall receive and review recommendations for: (1) graduate courses and program proposals, and (2) graduate admission policies and procedures.

The Committee shall prepare an annual evaluation of existing graduate and continuing education programs and coordinate, with the office of the Academic Dean and Department and Division Chairman, course offerings, faculties, and facility use of Departments involved.

The Committee shall assist the Academic Dean in recruiting graduate and continuing education faculty and evaluating applications for members of the graduate faculty.

The Committee shall be available to assist the Director of Graduate Art Education in the direction of the Graduate Art Education Program. The Committee shall also be available to assist the Academic Dean in the planning and development of any new programs in graduate and continuing education.

4 **Student Participation in Decision Making**

A **Acceptance**

The parties hereto expressly agree that the process of student participation as provided in Article VI of this Agreement shall be subject to acceptance of the terms of Article VI to be

evidenced by a vote of the student body which shall be determined by a referendum to be conducted by the Student Government Association at the College on or before September 14, 1973.

Each student shall be eligible to vote. A majority of those voting shall be required for acceptance. Acceptance by such vote shall be for the term of this Agreement.

The referendum question shall be as follows:

"Shall the students of the Massachusetts College of Art participate in the governance of the College as set forth in the contract executed between the Massachusetts College of Art Faculty Federation, Local 2057, AFL-CIO and the Trustees?

Yes ..... No .....

Acceptance or rejection shall in no way effect the status or entitlement of students to participate in other duly authorized student or campus organizations."

H. **Effectiveness**

Acceptance of this proposal by the students of the Massachusetts College of Art in accordance with the provisions of this Article VI shall be a condition precedent to the effectiveness of all of the terms of this Article which involve student participation. Such non-acceptance shall make the terms of Article VI as they pertain to the participation of students in decision making null and void, but shall in no way otherwise impair any other term of this Agreement.

5. **Compliance with Time Schedules**

The parties agree that all Committee assignments under this Agreement shall be completed in a manner that insures compliance with the time schedules established from time to time by the President for making reports and recommendations.

ARTICLE VII
DIVISION AND DEPARTMENT ORGANIZATION

A. **Selection of Division and Department Chairmen**

Division and Department Chairmen shall be appointed by the President of the College in accordance with the following procedures, and such Division or Department Chairmen shall serve a normal term of appointment of two (2) years, unless a vacancy is declared to exist by the President of the College or unless such Division or Department Chairman is unable to serve by reason of death, illness, resignation, or other incapacity. Persons serving as a Department or Division Chairman on the date of the execution of this Agreement shall continue to serve as Department or Division Chairman subject to the terms of Article VII of this Agreement.

Division and Department Chairmen shall be appointed as follows:

(1) Upon the declaration of a vacancy by the President of the College, or the inability to serve of a Chairman because of death, illness, resignation, or other incapacity, the President and the Council shall meet to discuss the criteria for the appointment of candidates for such Division or Department Chairmanship in accordance with sub-

section E and F of this Article entitled "Responsibilities of Division and Department Chairmen."

(2) Promptly after such meeting between the President and the Council, the Dean shall make known the vacancy in the Chairmanship to faculty and appropriate professional agencies and the Council shall designate a Search Committee consisting of eight (8) members as follows: four (4) faculty members, two (2) of whom shall be elected by and from the faculty of the Division in which the vacant Division or Department Chairmanship exists, one (1) of whom shall act as Chairman of the Search Committee; two (2) of whom shall be appointed by the Council from faculty outside of such Division; two (2) students, one (1) of whom shall be appointed by the Council from the Division in which the vacant Department or Division Chairmanship exists and one (1) of whom shall be appointed by the Council from outside of such Division; and two (2) administrators, one (1) of whom shall be the Academic Dean, and one (1) of whom shall be the Dean of Students.

(3) The Council's Search Committee shall promptly solicit and review candidates from within and from outside of the College. In reviewing such candidate for any vacant Department or Division Chairmanship the Search Committee shall consult with faculty members and students within the Division in which the vacant Department or Division Chairmanship exists and with other appropriate members of the College community.

(4) After due deliberation, the Search Committee shall prepare a list of not less than three (3) candidates acceptable to the Committee for the vacant Department or Division Chairmanship. The Search Committee shall hold an election at a special meeting of the Division in which the vacant Department or Division Chairmanship exists for the purpose of determining the preference of the faculty members of such Division with respect to the list of candidates prepared by the Search Committee. All faculty members in such Division shall be eligible to vote in such election; two-thirds (2/3) of all such members of the Division shall be required to constitute a quorum for the purposes of such election.

(5) Following such election the Search Committee shall transmit to the President of the College through the Chairman of the Council the names of the two (2) candidates who have received the highest number of votes in such election, together with the certified election results indicating the number of votes cast for each candidate in the election. Within seven (7) working days of the receipt of such names the President of the College shall either (a) appoint the Department or Division Chairman, as the case may be, from the two (2) candidates or (b) notify the Chairman of the Council that he declines to appoint either of the two (2) candidates. If the President declines both candidates, he shall meet and confer with the Council to discuss his reasons. Following such meeting the Chairman of the Council shall forthwith designate a Search Committee to solicit and review additional candidates for the vacant Department or Division Chairmanship in accordance with the procedures outlined above in subsection A (2) - (5). Within seven (7) working days of the receipt by the President of a second list of not less than two (2) candidates, the President shall appoint a Department or Division Chairman, as the case may be, from said list.

B. **Recall of Department or Division Chairmen**

The parties recognize that the recall of a Department or Division Chairman by Division

members is an unusual occurrence, and that such recall during the normal term of appointment of a Chairman should be based upon extraordinary circumstances. The parties agree, therefore, that the following procedures for the recall of a Department or Division Chairman by Division members shall not be used until a Chairman has served at least one (1) calendar year from the date of his appointment.

(i) A Division meeting shall be held within the academic year, upon a petition signed by at least two fifths (2 5) of the members of a Division filed with the Dean. Such petition shall set forth a statement of the desire of the members of the Division to meet to consider the recall of the Chairman of a Department or Division, as the case may be, provided that such petition is filed within the academic year.

(ii) Upon receipt of such petition, within the academic year, the Dean shall promptly give fourteen (14) days written notice to all members of the Division, and to the Chairman of the Council, setting forth the time, date, place, and that the purpose of the meeting is to consider the petition to recall the named Division or Department Chairman, as the case may be.

(iii) The Chairman of the Council shall forthwith appoint a faculty member to conduct the recall meeting and to record the vote within the Division. Three fourths (3 4) of all of the members of the Division shall constitute a quorum for such meeting.

(iv) A vote of three fourths (3 4) of all the members of the Division shall be required to recommend to the President that he declare a vacancy to exist in a Department or Division Chairmanship. Upon receipt of such recommendation transmitted by the Chairman of the Council, together with a written record of the minutes of such Division meeting and a record by number of the votes cast, the President of the College and the Council shall meet to implement the procedures for selection of a Department or Division Chairman as set forth in A (1) — (5) of this Article.

C. **Declaration of Vacancy**

The President of the College may at his discretion declare a vacancy to exist in the Chairmanship of any Department or Division.

D. **Acting Chairman**

The President of the College may appoint an Acting Chairman when there shall be no Chairman appointed in accordance with the provisions of this Article, or when the Chairman shall be on leave, incapacitated, or otherwise unable to fulfill his duties, or upon the declaration of a vacancy, recall, or resignation.

E. **Definition of the Division Chairman's Responsibilities**

Each Division Chairman shall take the initiative in recommending development of curriculum and resource requirements of his assigned area of studies and for the coordinated direction of the Division's resources toward the educational goals of the College's programs.

Specifically, the responsibilities of the Division Chairmen shall include, but not be limited to:

a. continuing review of the effectiveness of the Division's functions in meeting its defined educational objectives.

b. developing recommendations for extension or modification of the curriculum structure to strengthen the College's programs and to provide students with maximum

accessability to the College's offerings;

c. developing recommendations of new staffing, facility or equipment resources critical to effective pursuit of the Division program objectives;

d. developing recommendations on program budget requirements and priorities and the monitoring of program cost effectiveness;

e. the annual evaluation of Division faculty, according to the procedures of Article VIII;

f. recommending personnel actions for Division faculty according to the procedures of Article VIII;

g. determining faculty workloads, including the assignment of specific courses, and schedules for consulting with students, in accordance with the provisions of Article IX.

The Division Chairman, in consultation with the Academic Dean, shall aid in developing broad curriculum plans for the programs supported by the Division and for the coordination of Departmental programs within the Division.

The Division Chairman shall assist the Academic Dean in the recruitment of new faculty members for positions allocated to each Division by the President of the College. In such recruitment the Division Chairman shall consult with the Department Chairman and member of the faculty and students within his Division. The Chairman and the Dean shall apply the Board's policy on affirmative action as may be set forth from time to time by the Board in such recruitment. The Division Chairman shall recommend candidates for appointment to such new positions to the Academic Dean. The Academic Dean shall submit such recommendation together with his own to the Council.

The Division Chairmen shall meet regularly with the President and or Academic Dean to coordinate the interaction of the various programs, to discuss joint actions to improve educational effectiveness, to jointly develop recommendations with respect to matters of overall faculty workload consistent with the terms of this Agreement and to develop plans for modification and extension of the programs of the College.

Any such recommendations by Division Chairman with respect to the improvement and revision of curriculum and for the development of new and expanded programs, including those recommendations which may be developed through their meetings with the President and or the Academic Dean, shall be submitted to the Council and to its Curriculum and Scholastic Standards Committee for review. Such recommendations shall include, but not be limited to, recommendations for new courses, prerequisites, credit requirements, program options and equivalencies. All such recommendations by Division Chairman shall be accompanied by estimates of associated new resources or organizational requirements in staffing facilities and equipment.

The Division Chairman may also develop recommendations to the Council for the establishment of new Departments within the Division or for the reorganization of existing Departments within his Division in order to provide resources more effectively matched to the requirements of the developing programs of the College. In developing such recommendations the Division Chairman shall consult with the Department Chairman, faculty and students within the Division.

F. **Definition of the Department Chairman's Responsibilities**

Each Department Chairman shall be responsible for promoting the creative and intellectual

growth of his Department, and for the effective use of the educational resources and staff within the Department in meeting the objectives of his Department and of the Divisional and College programs which it supports.

Specifically, the responsibilities of the Department Chairman shall include, but not be limited to:

a. the coordination of the operations of the Department facilities and resources for its established offerings.

b. consult with the Division Chairman concerning the determination of faculty workload, including the assignment of specific courses, and schedules for student consultation, in accordance with the provisions of Article IX.

c. assisting the Division Chairman in developing recommendations for the **Committee on Curriculum and Scholastic Standards** for new courses or modifications to existing courses in support of the College's programs. Such recommendations on curriculum matters by the Department Chairman shall be made after consultation by the Chairman with members of his Department;

d. assisting the Division Chairman with the evaluation of each faculty member within his Department, not less than annually, in accordance with the procedures outlined in Article VIII.

e. assisting the Division Chairman in recommending, on the basis of such evaluations, personnel actions for faculty advancement to the **Committee on Faculty Advancement and Welfare**, according to the provisions of Article VIII.

f. assisting the Division Chairman in recruiting, interviewing and recommending to the Council new faculty for appointment, in keeping with positions assigned to the Division or the Department by the President.

ARTICLE VIII
FACULTY EVALUATION AND ADVANCEMENT

A. **The Committee on Faculty Advancement and Welfare**

There shall be established a **Committee on Faculty Advancement and Welfare** which shall consist of five (5) faculty members to be chosen in an election after open nominations, to be held under the auspices of the Federation on or before October 7 of each academic year. Not more than one (1) such faculty representative, however, shall be elected from the non-tenured faculty. The Academic Dean shall also be a member of this Committee, ex-officio. The Committee shall elect a Chairman at its first regular meeting each year. The Chairman shall be elected by and from the members of the Committee and shall serve a term of one (1) year.

The terms of office of the faculty representatives shall be for two (2) years, except that in the first such election held on or before October 7, 1973 three (3) faculty representatives shall be elected for a two (2) year term and two (2) faculty representatives shall be elected for a one (1) year term.

All members of the faculty shall be eligible to vote in such elections and shall be eligible for

nomination to and membership on the **Committee on Faculty Advancement and Welfare**.

Notice of the results of all elections to the **Committee on Faculty Advancement and Welfare** shall be transmitted in writing by the President of the Federation to the President of the College forthwith.

In the event any representative to the **Committee on Faculty Advancement and Welfare** shall be unwilling or unable to serve, the unexpired term of such representative shall be filled by a faculty member chosen in a special election to be held under the auspices of the Federation. Such special election shall be held during the academic year within thirty (30) days of notice by the Chairman of the **Committee on Faculty Advancement and Welfare** that such vacancy exists.

The parties agree that all assignments to the **Committee on Faculty Advancement and Welfare** shall be completed in a manner that insures compliance with the time schedule established by the Board for making reports and recommendations in the area of faculty personnel matters and faculty welfare.

The Divisional Evaluation Committee

There shall be established for each Division at the call of the Dean a **Divisional Evaluation Committee**, composed of the Divisional Chairman, the Academic Dean, (**ex-officio**) and two (2) members of the Division elected by and from the members of that Division, one (1) of whom shall be tenured.

Special Evaluation Committee for the Evaluation of Division Chairmen, the Head Librarian and the Librarians

There shall be established at the call of the Dean a **Special Evaluation Committee** for the purpose of evaluating all Division Chairmen, the Head Librarian and the Librarians composed of the President, the Academic Dean and one (1) faculty member to be appointed by the President and one (1) tenured faculty member elected by and from the members of the Division of the Chairman being evaluated or the Library, as the case may be.

B. **Process of Faculty Evaluation**

1. **Annual Evaluation of Divisional Faculty**

Each Faculty member and Department Chairman within a Division, except the Division Chairman, shall be evaluated, not less than annually, by the Divisional Evaluation Committee as set forth in sub-section B of this Article. Such Divisional Evaluation Committee shall be responsible for preparing, not less than annually, a written evaluation of the professional strengths of, and identifying areas of needed improvement for, all faculty members and each Department Chairman within the Division except the Division Chairman, together with the written reasons underlying such. These evaluations shall be made on the basis of the following criteria: (a) teaching effectiveness, (b) professional activities including positions of leadership, (c) creative work, research and / or publications, (d) contribution to the college community, (e) advanced study and (f) leadership in community affairs. In the case of Department Chairman, the Chairman shall also take into consideration the performance of his duties as Chairman.

Moreover, in evaluation studio personnel, the **Divisional Evaluation Committee** shall also apply, in addition to the above six (6) criteria, those criteria as are set forth in the "Criteria for Promotion of Studio Personnel" attached hereto as Appendix C. The **Divisional**

Evaluation Committee shall clearly set forth in writing the applicability of those criteria for studio personnel in their evaluation of the individual candidate.

In performing its evaluations the **Divisional Evaluation Committee** shall utilize the existing evaluation forms for faculty evaluation which the parties have initialed. The parties agree that there is a need for continuing review and improvement of these forms and thus it is agreed that all new evaluation forms for faculty evaluation shall be developed by the Council and submitted in the form of a referendum to the faculty for acceptance or rejection, which shall be determined by a majority of the votes cast. All such forms shall be subject to the final approval of the President of the College. Upon such approval such new forms shall be used in evaluations undertaken thereafter in accordance with the terms of this contract.

Before preparation of its written evaluations, the **Divisional Evaluation Committee** shall consult with the Department Chairman within the Division, and may confer with other members of the Division as it deems appropriate.

Each faculty shall annually prepare and submit to the Dean, to his Division Chairman, and to the **Divisional Evaluation Committee** the Professional Data Form which the parties have initialed. This form shall be used for such purpose until such time as a new Professional Data Form has been developed by the Council, and submitted in the form of a referendum to the faculty for their acceptance or rejection, which shall be determined by a majority of the votes cast. All such forms shall be subject to final approval by the President of the College.

The Division Chairman shall conduct each semester within his Division an evaluation by students of the teaching effectiveness and of the courses taught by faculty within his Division. The forms for obtaining student evaluations are those which the parties have initialed until such time as new forms shall be developed by the Council, and submitted in the form of two (2) separate referenda to the faculty and to the students, respectively, for their acceptance or rejection, which shall be determined by a majority of the votes cast. All such forms shall be subject to final approval by the President of the College.

Upon the completion each semester of such evaluation by students, the Division Chairman shall submit such student evaluation to the **Divisional Evaluation Committee**. The **Divisional Evaluation Committee** shall take such student evaluation into consideration in preparing its own evaluation of each faculty member. The **Divisional Evaluation Committee** shall provide a draft copy of its evaluation report to each faculty member for his review.

Any faculty member, upon a request in writing to the **Divisional Evaluation Committee** may examine materials used in his evaluation and shall be allowed to submit to the **Divisional Evaluation Committee** any additional written information relating to his evaluation; he shall also be entitled, upon written request, to a conference with the **Divisional Evaluation Committee** to hear and discuss the **Divisional Evaluation Committee's** final evaluation prior to its submittal to the Academic Dean and the **Committee on Faculty Advancement and Welfare**.

Following its evaluation, the **Divisional Evaluation Committee** shall transmit both to the Academic Dean and to the **Committee on Faculty Advancement and Welfare** a copy of the Committee's written evaluation of each faculty member and a copy of all materials used by the Committee in its evaluation.

The Committee shall also be responsible, after consulting with the faculty member concerned and with the Department Chairman, for transmitting to the Dean any recom-

mendation for the improvement of the professional effectiveness of any tenure or non-tenured faculty member within the Division.

2. **Annual Evaluation of Division Chairmen, the Head Librarian and Librarians**

The **Special Evaluation Committee** as set forth in sub-section C of this Article shall meet not less than annually at the call of the Dean in order to evaluate Division Chairmen, the Head Librarian and the Librarians. Such evaluation shall be based upon the procedures and on the six (6) criteria as set forth in sub-section D of this Article, except that (1) in the case of the evaluation of Librarians, the evaluation criterion of "teaching effectiveness" shall be replaced by "professional effectiveness" in their librarian duties and (2) in the case of Division Chairmen and Head Librarian the performance of their duties as Chairman and Head Librarian, respectively, shall also be considered criteria for their evaluation.

3. **Recommendations for Faculty Personnel Action**

The Division Chairman shall prepare and transmit to the Dean and the **Committee on Faculty Advancement and Welfare** any recommendations concerning the reappointment in rank, the non-reappointment, the promotion to a higher rank, tenuring, sabbatical leave, or dismissal from service at the college of any other faculty member within the Division. In making such recommendations the Division Chairman shall take into account the written evaluations of the **Divisional Evaluation Committee**, and the needs of the Division.

In the case of the Division Chairmen, the Head Librarian and the Librarians recommendations shall be transmitted to the **Committee on Faculty Advancement and Welfare** by the Academic Dean.

A faculty member shall be entitled, upon written request, to a conference with his Division Chairman to hear and discuss the recommendation prior to its transmittal to the **Committee on Faculty Advancement and Welfare**. Similarly, Division Chairmen, the Head Librarian and the Librarians shall be entitled, upon written request, to a conference with the Academic Dean to hear and discuss the recommendations prior to their transmittal to the **Committee on Faculty Advancement and Welfare.**

4. **Role of the Committee on Faculty Advancement and Welfare**

The **Committee on Faculty Advancement and Welfare** consisting of five (5) faculty members and the Dean, ex-officio, as set forth in Article VII A shall make such recommendations as it deems appropriate to the President for:

a) improvements in the supportive services and facilities for faculty use and

b) the reappointment in rank, non-reappointment, promotion, tenuring, sabbatical leave or dismissal from service of any faculty member at the college.

In making such recommendations the **Committee on Faculty Advancement and Welfare** shall take into consideration the (1) evaluation of the **Divisional Evaluation Committee** and all materials used by that Committee in its evaluations, (2) the recommendations of the Division Chairman and the Academic Dean and (3) the accumulated evaluation materials submitted to the **Committee on Faculty Advancement and Welfare** by the Dean. In addition the **Committee on Faculty Advancement and Welfare** may meet and confer with such persons, and review such documents, as may assist it in its deliberations.

If the **Committee on Faculty Advancement and Welfare** disapprove the recommendations of any Division Chairman, it shall meet with such Chairman in conference to discuss the

reasons therefor. Moreover, any faculty member, upon written request to the Chairman of the Committee on Faculty Advancement and Welfare, may examine materials used in his evaluation, and shall be allowed a conference with the Committee to hear and discuss the Committee's recommendation prior to its submission to the President and, for information purposes, to the Council. Within a reasonable time thereafter, the **Committee on Faculty Advancement and Welfare** shall prepare in writing its own recommendations concerning the reappointment, the non-retention, promotion to a higher rank, sabbatical leave, dismissal from service at the College, of faculty members recommended by the Division Chairman and the Academic Dean and shall forthwith transmit such recommendations of its own, directly to the President and to the Dean together with (a) all written evaluations of the **Divisional Evaluation Committee**, (b) all materials used by the **Divisional Evaluation Committee** in evaluation, (c) all written recommendations of the Division Chairman and the Academic Dean. Any recommendation by the **Committee on Faculty Advancement and Welfare** which concerns the tenure of any faculty member shall, however, be transmitted in writing directly to a **Special Committee on Tenure** consisting of the President of the College, the Division Chairman of the candidate for tenure, the Academic Dean, a tenured member of the Division of the candidate for tenure and a tenured member of another Division. These latter two (2) tenured members shall be appointed to the **Special Committee on Tenure** as follows: the tenured member of the Division shall be chosen by the President of the College; the tenured member of another Division shall be chosen by the candidate for tenure from among the Associate or Full Professor ranks. In an exceptional case, the President of the College may, at his discretion, appoint one (1) tenured member from another institution of higher learning but in the same academic discipline as the candidate. All recommendations of this **Special Committee on Tenure** shall be transmitted directly to the President and the Dean; in addition, the **Special Committee on Tenure** shall transmit copies of its recommendations to the President to (a) the **Committee on Faculty Advancement and Welfare** and (b) the Council for informational purposes only.

5. **The Role of the College Council**

The Council shall receive, for information purposes, a copy of any recommendation submitted to the President by the **Committee on Faculty Advancement and Welfare** and by the **Special Committee on Tenure**. If the Council wishes, it may forward to the President any comment of its own on the subject matter of the recommendations of the **Committee on Faculty Advancement and Welfare**, or the **Special Committee on Tenure**.

6. **The Role of the President of the College**

The President of the College shall review all evaluation reports and recommendations submitted to him by the **Committee on Faculty Advancement and Welfare** and the **Special Committee on Tenure**. The President may, at his discretion, confer with the Council with respect to any recommendation submitted to him by the **Committee on Faculty Advancement and Welfare** or the **Special Committee on Tenure**. The President may, at his discretion, prepare and submit to the Board of Trustees any recommendation concerning the initial appointment, retention in rank, promotion to a higher rank, tenuring, sabbatical leave, dismissal from service at the College, or any other personnel action affecting any faculty member.

If, after conferring with the Personnel Committee of the Board of Trustees the President shall decide to submit a final recommendation to the full Board which is contrary to the

recommendation of the **Committee on Faculty Advancement and Welfare** or the **Special Committee on Tenure**, the President shall (1) duly note in his recommendation to the Board the fact that it is contrary to such prior recommendation and the reasons therefor, (2) notify the **Committee on Faculty Advancement and Welfare** or the **Special Committee on Tenure**, as the case may be, of his recommendation to the Board. The President shall also provide the Council with informational copies of all such recommendations.

C. **Evaluation Files**

The Dean shall receive and maintain in an appropriate file for each faculty member all evaluation materials and all recommendations based on such evaluations transmitted to him under the provisions of this Article. The Dean shall make such files, and the accumulated evaluation materials contained therein available to the **Committee on Faculty Advancement and Welfare**, and other appropriate persons and Committees for the purpose of completing annual evaluations. Any faculty member, upon a request in writing to the Dean and to his Division Chairman, may examine his evaluation file at any reasonable time.

D. **Criteria for Appointment, Promotion and Tenure**

In evaluating and / or recommending faculty for appointment, reappointment, non-reappointment, promotion, dismissal from the College, sabbatical leave, or tenure, the Department and Division Chairman, the **Committee on Faculty Advancement and Welfare**, the **Special Committee on Tenure**, the Council, the Dean, the President, and others shall at all times apply those policies of the Board on Appointment, Promotion and Tenure which are expressly incorporated in Article XIII of this Agreement.

E. **Compliance with Time Schedules**

The parties agree that any action of any Committee or individual faculty member or Division Chairman provided for in this Article with respect to faculty evaluation shall be completed in compliance with the time schedules as may be established from time to time by the President.

Written notice of such time schedules shall be provided by the President of the College to the Chairman of the Council, each Department and Division Chairman, and the President of the Federation. Notice to the Council shall be deemed to be notice to all other Committees established in this Agreement. In the event that any Committee, following notice to the Council and the President of the Federation, shall not have so completed its work in accordance with the President's time schedules, the President or the Board, as the case may be, may, in his discretion, make such recommendations, or take such action as they deemed to be required, and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Article.

ARTICLE IX
FACULTY RESPONSIBILITIES

Members of the teaching staff of the College shall not be required to teach an excessive number of semester hours of teaching, assume an excessive student load, or be assigned an unreasonable schedule, it being recognized by the parties that the teaching staff has the obligation among others to be available to students, to assume committee assignments, and to engage in research and / or community service.

The Chairman of the Division, after consultation with the Department Chairman and the faculty within the Division, shall recommend for the approval of the Academic Dean the determination of faculty teaching schedules, the assignment of specific courses, and schedules for consultation with students.

For the purposes of this agreement and subject to the considerations listed in I.8 below, a reasonable full-time faculty workload in academic subject areas shall be a normal average faculty teaching workload of twelve (12) academic classroom clock hours of instruction per week each semester, with a normal average class size of twenty-five (25) students per academic class, and a reasonable full-time faculty workload in studio subject areas shall be a normal average faculty teaching workload of eighteen (18) studio classroom clock hours of instruction per week each semester, with a normal average class size of twenty-two (22) students per studio class.

In addition, for purposes of this Agreement, three (3) hours per week shall be considered a reasonable assignment for each full-time teaching member of the faculty for consultation with students.

Efforts shall be made to assign both full-time faculty teaching workloads, and hours for consultation with students on this basis provided it is feasible or possible to do so in the judgment of the Academic Dean.

The Academic Dean shall determine the relation of non-teaching equivalency for the administrative duties of the Department or Division Chairmen. The President of the College may, at his discretion, reduce the teaching workload of the President of the Federation in order to permit the Federation President to fulfill his responsibilities in implementing this Agreement.

All faculty workload assignments, including the assignment of specific teaching loads for both full-time and part-time faculty, shall be subject to the final approval of the Dean. In determining faculty teaching schedules assignments, the Academic Dean and Division and Department Chairmen shall consider the following:

1) **The Qualifications and Preferences of the Faculty.**

2) **The Character of the Course** as to whether it is being offered for the first time or with extensive revision, and the number of times the faculty member has taught it in the past.

3) **Semester Hours of Instruction** as to whether they are lectures, recitations or studio which require a great deal of preparation.

4) **Number of Students** as to whether the time required by the course is directly related to the number of students (e.g. if term papers are required, the number of students is directly related).

5) **The Number of Preparations.** Where possible, the number of preparations of an individual faculty member should not exceed two (2).

6) **Special Courses and Projects.** Joint courses taught by two (2) or more faculty members or special problem courses for individual students must be related to overall teaching load.

7) **Other Duties.** Consideration may be given to equivalent, non-teaching duties including Division or Department Chairmanship, State College System activities, or college related community service.

8) **Seniority**. The length of service of the individual faculty member within the State Colleges or any other regionally accredited institution of higher education shall be a factor for consideration in the assignment of courses and schedules.

ARTICLE X
FACULTY GRIEVANCES

In order to implement the provision for the informal and prompt settlement of faculty grievances, a **Committee on Faculty Grievances** shall be established within thirty (30) days of the execution of this contract. This Committee shall consist of five (5) faculty members appointed by the Federation upon vote of the Executive Board thereof. Each faculty representative shall serve a term of two (2) years, except that at the time of the first such appointments to take place within thirty (30) days of the execution of this contract, three (3) such faculty representatives shall be appointed to serve a term of two (2) years and two (2) such faculty representatives shall be appointed to serve a term of one (1) year.

Faculty Grievance Procedure

A. **Intent**

The Board and the Federation agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise between a member of the faculty and the Board. The processes hereinafter set forth may be used for the resolution of grievances, it being expressly understood and agreed, however, that these grievance procedures shall in no way impair or limit the right of a member of the faculty, or the parties hereto, to use any other remedy or proceeding established and existing under the laws of the Commonwealth.

B. **Definition**

A grievance is a complaint by a member or members, of the faculty or by the Federation, upon a majority vote of a duly constituted meeting of the Executive Council thereof, brought during the term of this Agreement, that an express provision of this agreement, or of any of the written policies of the Board which are expressly incorporated by reference in Article XIII of this Agreement, has been violated in its application to him.

C. **Procedures for the Filing of a Grievance**:

Any aggrieved member or members of the faculty may file a grievance in accordance with the following procedures.

STEP 1: The Committee on Faculty Grievances

The grievant shall set forth in writing fully and completely the complaint, and the remedy requested, and shall file the same with the **Committee on Faculty Grievances**. In addition, any and all supporting documents and materials shall be filed in written form at the time of the filing of the complaint. The complaint shall be signed by the member or members of the faculty. No complaint shall be filed more than fourteen (14) calendar days from the day of the event upon which the grievance is based or from the date when the faculty member had or should have had knowledge of the event.

The Committee shall promptly consider the complaint and shall within ten (10) days of the filing thereof determine

1. Whether it has been filed in accordance with the provisions hereof, and
2. Whether the complaint as filed constitutes a grievance

The Committee shall promptly set forth its decision in writing, including whatever reasons therefor within said period, and may set forth in writing any recommendations with respect to the grievance it deems appropriate. It shall thereupon promptly provide copies thereof to the grievant, and to the Academic Dean.

STEP 2: The Academic Dean

Upon receipt of the decision of the Committee that the grievance has been filed in accordance with the provisions of Step 1, the grievant may, within ten (10) calendar days file with the Academic Dean a written request for a conference, together with a copy of the complaint and all other materials filed by the grievant with the **Committee on Faculty Grievances** and a copy of the decision of the Committee.

The Academic Dean and the grievant shall thereupon meet and discuss the complaint of the grievant as presented. If the grievance is not resolved within seven (7) calendar days of such filing with the Academic Dean to the satisfaction of the grievant, the grievant may proceed to Step 3.

STEP 3: The College Council

If the grievance shall not have been so resolved within such period, the grievant may within seven (7) calendar days submit the grievance to the Council in the same form and in accordance with the procedures set forth for the filing with the Dean of the College in Step 2.

The Council shall, within seven (7) calendar days of the receipt of such grievance submitted in the form and in accordance with such procedures, confer with the grievant. The Council shall within fourteen (14) calendar days of the receipt of the grievance render a written decision to the grievant setting forth its findings as to whether

1. A grievance exists, and
2. its recommendations and the reasons therefor.

The Council shall provide a copy of its findings, recommendations and the reasons therefor to the grievant, to the Committee on Faculty Grievances, to the Federation, and to the President of the College.

STEP 4: The President of the College

The President or his designee shall, within seven (7) calendar days of the receipt of such findings and recommendations, confer with the grievant. The President shall within fourteen (14) calendar days of the receipt of the grievance render a written decision to the grievant setting forth his findings as to whether

1. A grievance exists, and
2. his decision and the reasons therefor.

The President shall provide a copy of his decision and findings to the grievant, to the Committee on Faculty Grievances, the Federation and the College Council.

STEP 5: The Board of Trustees

The grievant may within seven (7) days after the receipt of the decision and finding of the President, or upon the failure of the President to act within the time specified, file with the Board only a grievance arising out of or relating to:

1. A failure to comply with any of the following: a) the procedures set forth in this Agreement except as hereinafter provided; b) the provisions of Article V; c) the written policies of the Board which are expressly incorporated by reference in Article XIII of this Agreement, except those relating to appointment, promotion and tenure; d) the procedural due process provisions expressly set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XIII of this Agreement, provided, however, that grievances relating to reappointment, promotion or tenure which are concerned with matters of academic judgment may not be processed by the grievant beyond Step 3; or

2. A failure of the President of the College to have recommended the granting of tenure to a faculty member who has met all of the written requirements for tenure as set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XIII of this Agreement, and who has been duly recommended for tenure both by the Committee on Faculty Advancement and Welfare and by the Special Committee on Tenure as established in Article VIII.

Such grievance shall be filed with the Director of the Division of State Colleges, as agent of the Board, and with the President of the College in the form and in accordance with the procedures set forth in Step 3. In addition, the grievant shall file a copy of the decision and findings of the President of the College.

No other grievance may be filed with the Board.

The Board shall consider such grievance and shall within sixty (60) days of the receipt thereof as provided aforesaid render its decision. Written notice of its decision shall be provided to the grievant, the Federation, the Committee on Faculty Grievances, the College Council and the President of the College. Nothing herein contained shall be deemed to require a hearing before the Board, except as expressly provided in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XIII.

Appointment of a Federation Representative

Any member of the faculty may request that the Federation represent him at any step of the grievance procedure. The Federation shall notify the Committee on Faculty Grievance, the College Council, the Dean of the College, the President of the College and the Director of the Division of State Colleges, as the case may be, of the name and address of such Federation representative at the time he is so authorized to represent the grievant.

Compliance with Procedures

No grievance may be filed except in the form and in accordance with the procedures set forth in this Article.

D. **Waiver, Admission, and Termination**

1. **Waiver**

Failure to comply with any provisions of this Article shall be deemed to be a waiver of the grievance under the terms of the Agreement. The limit specified in the grievance procedure may, however, be extended in any specific instance by mutual written agreement of the parties.

2. **Admission**

The acceptance of a grievance by the Dean of the College, the President of the College, or the Board of Trustees, or their agent, shall not be deemed to be an admission by the Board that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justicable according to any applicable provisions of the laws of the Commonwealth.

3. **Termination**

If any party to this Agreement or any member of the faculty shall initiate any proceeding relating to a grievance in any administrative or judicial forum while a proceeding relating to such grievance is pending under any provision of sub-section C of this Article, such sub-section C proceeding shall terminate as of the date of the initiation of any other administrative or judicial proceeding and the provisions of this Article shall be inapplicable to such grievance.

ARTICLE XI
NO STRIKE PLEDGE

The Board agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Federation and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slow down or withholding of services by the faculty.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board to seek or pursue any remedy at law or equity provided by the Laws of the Commonwealth.

ARTICLE XII
STATUTORY RESPONSIBILITIES OF THE BOARD

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board under the laws of the Commonwealth.

ARTICLE XIII
THE POLICY MAKING AUTHORITY OF THE BOARD OF TRUSTEES

The parties hereto expressly agree that the following enumerated Board policies are incorporated into this Agreement for the purpose of this Agreement, and that these policies, and these policies only, shall not be altered or amended by the Board, as they apply to Massachusetts College of Art during the term of this Agreement without the express consent in writing of the Federation.

These policies enumerated below are attached to the Agreement as Appendix B are made part hereof.

1. The Board's policy on Appointment, Promotion and Tenure, as amended and revised to July 1, 1971, and the Board's policy for the "Criteria for Promotion of Studio Personnel."
2. The Board's policy on Non-Discrimination.
3. The Board's policy on Academic Year.
4. The Board's policy on Academic Freedom and Responsibilities as set forth in Article V of this Agreement.

ARTICLE XIV
COMPLIANCE WITH BOARD TIME SCHEDULES

The parties agree that any assignment, report, recommendation, or other action of any committee provided for in this Agrement shall be completed in compliance with the time schedules as may be established from time to time by the Bnard.

Written notice of such time schedules shall be provided by the President of the College to the Chairman of the Council, the President of the Federation and the President of the Student Government Association. Notice to the Council shall be deemed to be notice to all committees established in this Agreement. In the event that any committee, having received such written notice, shall not have so completed its work, the President, or the Board, as the case may be, may in their discretion make such recommendations, or take such action as they deem to be required and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Agreement.

ARTICLE XV
DURATION

A. Duration

This Agreement shall be effective for the period from July 1, 1973 to June 30, 1975.

The parties agree to commence negotiations for a renewal Agreement no later than ninety (90) days prior to the termination date set forth above.

B. **Extent**

The Board and the Federation acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board and the Federation for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated, or signed, this Agreement.

ARTICLE XVI
SAVINGS CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with or controvene any Federal Law or Statute, Law or Statute of the Commonwealth of Massachusetts or the rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto, in such event, the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement executed this Fourteenth day of June, Nineteen Hundred and Seventy-Three.

BOARD OF TRUSTEES
OF STATE COLLEGES

William E. Aubuchon, Jr.
Trustee and Chairman of the
Board of Trustees

MASS COLLEGE OF
Art Faculty Federation
AFT Local 2057, AFL–CIO

Bruce C. Hawthorne, President
Paul Mueller
John Grepp
William B. Brant
Kathryn Coghlan
Daniel Kelleher

APPENDIX A
PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees of State Colleges

I hereby authorize and direct the Board of Trustees of State Colleges through its officer, agents and employees, to deduct from the portion salary due me each month the amount as certified by the MASSACHUSETTS COLLEGE OF ART FACULTY FEDERATION, LOCAL 2057, as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the MASSACHUSETTS COLLEGE OF ART FACULTY FEDERATION, LOCAL 2057, MASSACHUSETTS COLLEGE OF ART, BOSTON, MASSACHUSETTS.

In consideration of the above described service rendered by the Board of Trustees of State Colleges, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Trustees of State Colleges, its members, agents, and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon thirty (30) days written notice, to the MASSACHUSETTS COLLEGE OF ART FACULTY FEDERATION, LOCAL 2057, and the Board of Trustees of State Colleges, and the revocation will become effective upon the thirtieth day, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deduction will be made.

Employee Signature

Date of Notice: _____

Social Security Number: _____

_____

Position Title

$_____

Annual Salary

_____

Last Name First Middle (print)

_____

Address

APPENDIX B

PREAMBLE TO POLICY ON APPOINTMENT, PROMOTION AND TENURE

In adopting and promulgating the attached policy on appointment, promotion and tenure, the Board of Trustees recognizes that this document is a major, if somewhat, imperfect step forward in determining personnel policy for faculty members in the State Colleges. As changing conditions for further clarification require, amendments and further annexes will be provided.

Definition relating to this policy:

"**Teaching faculty members**" shall mean any member of the professional staff of the state colleges of the rank of instructor, assistant professor, associate professor, professor or visiting professor whose duties involve the instruction of students in classes, laboratories, seminars or other instructional situations.

"**Termination**" shall mean the permanent severance of an existing employment relationship initiated by the college or the Board of Trustees.

"**Tenure**" shall mean the right of the teaching faculty of the state colleges to be removed only upon just cause, to a hearing upon dismissal and to such review as is provided in this policy.

Moreover, the attached policy is also based on the express understanding that:

A. Contracts for non-tenured faculty are term agreements subject to renewal by the

Board of Trustees upon recommendation of the President, who makes his recommendation after the completion of the established evaluation procedures.

B. The serious decision of granting tenure demands that the President, before making recommendations to the Board of Trustees, have substantial evidence determined through professional evaluation that the candidate will be a constructive and significant contributor to the continuous development of high quality education in the institution.

POLICY ON APPOINTMENT, PROMOTION AND TENURE

(Adopted by the Board of Trustees on May 15, 1967, and as amended to the date of this Agreement).

Appointment

1. **Minimum Requirements for Teaching, Faculty Appointment and Promotion**

Teaching faculty members may be appointed initially at any rank in keeping with minimum requirements. These requirements apply to faculty members in the nine state colleges and to persons in the academic departments of the Massachusetts College of Art and the Massachusetts Maritime Academy. Exceptions to these requirements may be made in certain specialized areas and under other special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated critera. In reviewing such recommendations for exceptional appointments or promotions, the Board of Trustees shall give due consideration in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the college, or (b) evidence of a candidate's extraordinary competence in the area of his discipline or specialty, or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

A. **Instructor** — A master's degree from an accredited institution in the academic or professional discipline to be taught. (Two years of appropriate professional experience required of persons teaching courses in professional areas.)

B. **Assistant Professor** —

a. A master's degree from an accredited institution in the academic or professional discipline to be taught plus thirty additional graduate credits acceptable to the college.

b. Three years experience in teaching (two years if person possesses doctorate).

Faculty members instructing in technical areas at Massachusetts College of Art will be subject to different requirements as set forth in the Board of Trustees' policy adopted October 9, 1969.

C. **Associate Professor** —

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

b. Six years' experience of which at least three must have been in higher education.

D. **Professor** —

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

b. Eight years experience of which at least five must have been in higher education.

E. **Academic Dean** — Same as Professor.

II. **Appointment Procedures and Terms**

1. Instructors will ordinarily be appointed to successive one-year terms with proper notice being given in the case of termination (see Section III). No one will remain in the rank of instructor more than five years. Prior to the beginning of his fifth year, an instructor will be given written notice that

a. he is to be promoted to the rank of assistant professor at the beginning of the next year, or

b. he is beginning a terminal one-year appointment.

In short, an instructor is "up or out" at the end of five years.

2. Persons initially appointed above the rank of instructor may be given initial appointments without tenure, of one, two or three years. Such contracts may be renewed for one, two or three years. Those initially appointed as assistant professors may not be employed beyond six consecutive years without gaining tenure.

3. Persons initially appointed at the rank of associate or full professor may be appointed for an initial one, two or three year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three years without gaining tenure.

4. Persons appointed as Visiting Professors shall be employed for a specified period of time and shall not attain tenure.

5. Precise conditions of employment shall be stated in writing with a copy to be provided to the appointee.

III. **Termination**

Due notice of intention to terminate non-tenure appointments must be given.

a. Termination after first year — notification by March 1 of first year.

b. Termination after second year — notification by December 15 of second year.

c. Termination after 3 or more years — notification by September 1 of final year.

IV. **Promotion**

1. Promotion shall be based on

a. Minimum requirements. (See Section I above.)

b. Annual evaluation of all faculty members.

c. Recommendations by local joint faculty and administrative processes.

2. Promotions shall normally take effect at the beginning of an academic semester or term.

V. Faculty Evaluation

A. There will be an annual evaluation made of each faculty member with a written record kept of the substance of the evaluation. The evaluation will be made by a committee which shall include: the Chairman of the individual's department, Academic Dean and/or President and one other tenured member of the faculty. Each college has the option of establishing some other evaluation system acceptable to the Trustees.

B. In general, faculty members will be evaluated on the following bases:

1. Classroom effectiveness.
2. Professional activities including positions of leadership.
3. Research and publication.
4. Contribution to the college community.
5. Advanced study.
6. Leadership in community affairs.

C. Annual faculty evaluations will serve as the basis for promotion, merit pay and tenure consideration.

Tenure

The granting of tenure to a faculty member is the single most important type of decision made in an educational institution. Barring unforeseen circumstances, tenure obligates the institution to the employment of the faculty person for the balance of his professional life. It not only makes a major financial commitment to the individual until retirement, but even beyond. It must be accomplished with the utmost of care, concern and searching evaluation by the administration of the institution.

I. Entitlement

A. No person holding the rank of instructor shall gain tenure.

B. Any faculty member other than instructor who serves the college for more than six consecutive academic years shall thereby gain tenure.

C. Any person promoted from within any institution in the State College system to the rank of Associate or Full Professor shall thereby gain tenure without regard to the length of his service.

D. Persons initially employed as Associate or Full Professors may be granted tenure on appointment. In the event of an initial non-tenure term appointment to either rank, the individual may not serve for more than three years without thereby gaining tenure.

E. No person serving in the capacity of a Visiting Professor shall gain tenure.

F. Once attained, tenure is transferable from one institution under the Board of Trustees of State Colleges to another.

G. Presidents, Deans, Department Chairmen and other administrators do not have

tenure in their administrative positions although they may retain tenure as faculty members.

II. **Evaluation for Tenure**

A. When a person is being considered for a tenure appointment, whether by promotion from within or appointment from outside, a thorough evaluation of his achievement and potential should be made in each case by a special ad hoc committee including: the president, the academic dean, the department head, a tenured member of the same department, a tenured member of another department. (In an exceptional case, the president is empowered to employ as a consultant and member of the ad hoc committee, a tenured person in the same academic discipline in another institution of higher learning.)

B. Evaluation by the ad hoc committee will be accomplished in such timely fashion as to provide proper notice to those individuals who are not to be re-employed.

III. **Removal of a Tenured Person**

A. A tenured person, without regard for the means through which he attained tenure, shall not be removed from his position except for just cause and through due process.

B. Removal of a tenured person shall be subject to the following procedures:

1. The person must be advised in writing, at least ten days in advance of any hearing, of the charges to be presented.

2. The charges must be presented at a hearing to a committee composed of tenured peers from the faculty and representatives from the college administration. The person may be represented by counsel.

3. The recommendation of this committee must be forwarded to the Board of Trustees with all necessary records.

4. On written request of the individual, the Board of Trustees will grant the individual a full hearing.

5. The individual will be given at least thirty days notice of the hearing with the Board of Trustees. He may be represented by counsel.

6. A transcript of the proceedings of all hearings will be made available to the individual upon written request.

IV. **Effective Date of Tenure Policy**

A. This tenure policy shall apply to all faculty members whose periods of service began after September 25, 1965.

B. Individuals formally granted tenure prior to September 25, 1965, will continue to enjoy the rights and privileges accorded them under Section 4B of Chapter 73 of the General Laws.

C. Individuals employed on other than term appointment prior to September 25, 1965, but who had **not** formally been granted tenure under Section 4B of Chapter 73, but who were granted what is tantamount to tenure by Chapter 572 of the Acts of 1965, are deemed by the Board of Trustees to have achieved tenure granting them the following rights:

1. A hearing before the Board of Trustees concerning dismissal charges.
2. Thirty days written notice of such hearing.
3. Representation by counsel.
4. A transcript of all proceedings to be made available on written request.

D. For those individuals first employed after September 25, 1965, time served prior to January 1, 1968, will be considered as meeting in part the requirements for academic rank and tenure.

V. **Appointment, Promotion and Tenure Policy Amendments**

* * * *

I. Non-tenured faculty members who are given notice of non-renewal of their contract shall be entitled, upon the written request of such faculty member to the President of the College, to receive a written statement setting forth the reasons for the non-renewal of his contract. Under no circumstances, however, shall either (1) a notice of non-renewal of contract, or (2) a statement setting forth the reasons therefor, by given to any non-tenured faculty member without the prior approval of the Board of Trustees, duly requested by the President of the College. (eff. 7-8-71)

II. No faculty member on less than full-time service will be eligible for tenure. (eff. 2-12-70)

III. Full time public school teachers, who serve as part-time training school teachers for the colleges, shall not be eligible for tenure at the college. (eff. 2-12-70)

IV. Leaves of absence for non-tenured persons shall not interrupt service towards tenure, nor should they count towards tenure. (eff. 2-12-70)

V. Members of the staff at the State Colleges on leaves of absence for whatever reason shall relinquish their rights to take part in official campus activities, including voting privileges and committee meetings. (eff. 1-9-70)

VI. Leaves of absence for professional staff at the State Colleges may be granted for a one year period but for not more than two consecutive years. (eff. 4-9-70)

VII. Professional staff members at the State Colleges on leave of absence shall not be eligible for promotion until their return to the college. (eff. 4-9-70)

VIII. All professional appointments to the libraries shall be on a 12-month basis, effective July 1, 1971. All persons now on 12-month appointments will remain on such a calendar, and those on an academic year calendar may have the option of remaining on the academic calendar or going on to the 12-month calendar with an appropriate salary adjustment. Librarians at ranges V, IV, and III shall be eligible for tenure and other fringe benefits ordinarily accorded teaching faculty in accordance with Board policy. (eff. 1-14-71)

* * * *

IX. **SPECIAL AMENDMENT APPLICABLE ONLY TO FACULTY AT THE RANK OF INSTRUCTOR WHOSE INITIAL APPOINTMENT OCCURRED BETWEEN SEPTEMBER 25, 1965 AND DECEMBER 31, 1967.**

I. **Effective Date**. This amendment shall be effective between February 11, 1971 and December 31, 1973 inclusive. As of January 1, 1974, this amendment shall be deemed repealed, and its provisions shall be null and void.

II. **Authority Granted**. During the effective period of this amendment, aforesaid, the President of any state college is authorized to recommend to the Trustees, in his absolute discretion, the reappointment of a faculty member who meets all of the following requirements:

1) who was granted an initial full-time appointment to the rank of instructor between September 25, 1965 and December 31, 1967, and

2) who has served continuously and satisfactorily at the rank of instructor since the time of his initial appointment, and

3) who, prior to the beginning of his fifth year of continuous service at the college, has **not** completed the minimum requirements for promotion to assistant professor — namely **a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college**.

III. **Reappointment Procedures and Conditions**. The following special procedures and conditions shall be controlling in recommending any faculty member for reappointment who meets the requirements described in Section II above:

1) notice, if any, of his reappointment at the rank of instructor shall be given not later than April 1, 1971, April 1, 1972, and April 1, 1973, as the case may be.

2) each such faculty member shall give written notice to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college within 15 months after each such notice of reappointment.

3) each such faculty member shall be subject to evaluation in February 1972, and February, 1973. Such evaluation will be conducted by a committee composed of the faculty member's department chairman, the academic dean and/or the President, and one other tenured member of the faculty. In each such evaluation, the committee shall give due consideration to the faculty member's progress in satisfactorily completing the minimum degree and credit requirements as described aforesaid, as well as to such additional factors as (a) classroom effectiveness, (b) professional activities, including positions of leadership, (c) research and publications, (d) contribution to the college community, (e) advanced study, and (f) leadership in community affairs.

4) such evaluation committee shall transmit to the President the results of its evaluation, and a recommendation not later than March 1, 1972, and March 1, 1973, as the case may be, either (a) that the faculty member be reappointed for one additional academic year, or (b) that the faculty member not be reappointed.

5) in the event that the evaluation committee recommends that the faculty member be reappointed for one additional academic year, the President of the college, if he concurs with the committee, may transmit his recommendation to

the Board of Trustees for reappointment provided, however, that such faculty member first

(a) gives written notice prior to March 1, 1972, and March 1, 1973, to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college within 15 months of notice of his reappointment, and

(b) agrees to be subject to evaluation in the following February in accordance with the terms and procedures, and by a committee composed of those members described above in subsection 3.

6) in the event that the evaluation committee recommends that the faculty member not be reappointed, the President shall notify such faculty member by April 1, 1972, and April 1, 1973, as the case may be, that he will not be reappointed for an additional academic year.

7) not later than December 31, 1973, all such faculty members shall have been given written notice, notwithstanding any foregoing provision of this amendment to the contrary, that

either (a) he is to be promoted to the rank of assistant professor;

or (b) he is not to be reappointed for an additional academic year.

It is the intent of this provision to insure that all such faculty members at the rank of instructor shall be "up or out" not later than December 31, 1973.

8) such faculty member shall under no circumstances become eligible for promotion to assistant professor unless he shall have both (a) met the minimum requirements for such promotion of a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college, and (b) been recommended to the President of the college for such promotion by the special evaluation committee.

9) such faculty member shall under no circumstances become eligible for consideration for tenure nor shall he gain tenure until the termination of his first complete academic year following his promotion to the rank of assistant professor. (eff. 2-11-71)

Non-Discrimination

It is the stated policy of the Board of Trustees of State Colleges that in matters of college admissions, the employment of professional and non-professional personnel and all other personnel matters in the State Colleges, individuals will be evaluated on their merits without respect to their race, color, creed, national origin, or age as prescribed in applicable federal and state law. (eff. 2-11-69)

Definition of Work Year

Under the provisions of Section 31 of Chapter 29 of the General Laws the Board of Trustees has the statutory responsibilities to define length of the working year for those members of

the faculties of the colleges who are employed for the academic year rather than the calendar year.

The Board of Trustees now redefines the faculty working year as constituting the ten-month period beginning on September 1 and ending on June 30. (eff. 12-13-66)

APPENDIX D
FACULTY EVALUATION FORM

Faculty Member _____

Course type Studio / Lab / Lect / Academic Course _____

Course number _____

Required _____ Elective _____

Date _____

TEACHING EFFECTIVENESS

Please try to separate your feelings about the course from your evaluation of the instructor for purposes of objectivity.

Is the Instructor	Yes	Sometimes	No
1) Prepared?	1		
2) Clear in communicating ideas?	2		
3) Enthusiastic about the subject and teaching?	3		
4) Helpful when you go with a course related problem	4		
5) Responsive to questions?	5		
6) Open to challenges?	6		
7) Risks new ideas not contained in course?	7		
8) Clear about course goals?	8		
9) Communicative about your work in progress?	9		
10) Fair and impartial in dealing with students?	10		
11) Stimulating you to think and produce?	11		
12) Available during announced office hours?	12		
13) Is the instructor's attendance regular?	13		
14) Present at the scheduled start of the class?	14		

COMMENTS _____

Please use the back of the form for additional comments.

Approved by Scholastic Standards Committee
Faculty Council 11 / 28 / 72
Revised Form 3 / 1 / 73
Second Revision 5 / 26 / 73 Scholastic Standards Committee

APPENDIX D
ANNUAL FACULTY EVALUATION

Faculty _____ Rank _____
AY 1972-73

Date _____

FACULTY COMMITTEE
DIVISION CHAIRMAN _____
TENURED FACULTY _____

ACADEMIC DEAN _____

I. CLASSROOM EFFECTIVENESS

II. COLLEGE SERVICES

III. PROFESSIONAL & RESEARCH ACTIVITIES

APPENDIX C
MASSACHUSETTS COLLEGE OF ART
GUIDELINES TO PROMOTION
OF STUDIO FACULTY

1. **Teaching**. If the faculty member has significant success in other areas but fails as a teacher, his value to the College is in question. In assessing the candidate's effectiveness as a teacher, the Faculty Council may solicit comments from the appropriate department head, the Academic Dean, student evaluation polls, and the opinions of interested parties, including relevant information supplied by the candidate himself.

2. **Studio Work**. The creative development of the artist cannot be separated from his effectiveness as a teacher. Not only is the continuous studio investigation of art concerns an integral part of the growth of a teacher, but it is difficult for a teacher to demand an artistic integrity from his students which he has not applied himself. Criteria for evaluation in this respect are the most difficult to establish, and it is important that the Faculty Council begin with the realization of this fact. It is encumbent upon the Faculty Council to bring to bear the highest degree of sensibility in determining the qualitative value of the candidate's work. Evaluation of this should be made in consultation with the appropriate department head — so far as is possible before a number of recent works. Further opinions should be sought by the Faculty Council, particularly if doubt exists, and may include advice from outside the College.

3. **Exhibitions and Commissions**. A distinction between studio work and exhibitions is purposely made. Quality may exist when no shows are claimed. In evaluating this category, a further distinction must be made between the kind and location of exhibitions in which the candidate participated. Neither may have actual bearing on the quality of the artist's work, however. It is apparent that while a small show at an insignificant room or gallery does not indicate anything for or against the work itself, inclusion in major collections and participation in large national or international exhibitions and important galleries, together with awards and prizes, often do. Even if this is not always so, conflicts of opinion between the Faculty Council and nationally known entities should be carefully examined.

Studio faculty, who by the nature of their art discipline do not exhibit, may be developing professionally through commissions and contractual work. These concerns should be evaluated as to their significance under the same general guidelines as exhibitions.

4. **Service to the College (in areas other than teaching)**. Due consideration beyond the current period should be given to prestige afforded the College by faculty members participating in national exhibitions or achieving a significant reputation in their field through commissions or other means. Professional growth in this respect should also be considered. Interest in the College, participation in College activities and committees, extracurricular engagement with students, are of benefit to the College and should be evaluated in the whole.

5. **Other Considerations**. Traditional categories for professional growth — e.g. length of time in present rank, travel, courses taken and membership in various organizations — have no value per se, but must be measured by their relevance to the capability and effectiveness of the candidate.

APPENDIX D

Dear Student

The attached instructor and course evaluation form has been revised and simplified for second semester.

In this sampling we are asking your comments on the form itself. Please answer each question and make comments if you wish.

1. Do you think the form is suitable for evaluating each of your instructors and courses **fairly**?

   Yes No

   Why?

2. Does it cover all the points you consider important?

   Yes No

   Why?

3. Is the language clear?

   Yes No

   Why?

4. What would you delete?

5. What would you add?

6. Since evaluation is a continuing process for faculty advancements, is there a better form or system of evaluation that you know of or would suggest?

7. General Comments

APPENDIX D
INSTRUCTOR COURSE EVALUATION

Faculty member _____

Course type _____

Course number _____

Required _____ Elective _____

Date _____

TEACHING EFFECTIVENESS

Is the Instructor	Yes	Sometimes	No
1) Prepared?	1		
2) Clear in communicating ideas?	2		
3) Enthusiastic about the subject and teaching?	3		
4) Helpful when you go with a course related problem?	4		
5) Responsive to questions?	5		
6) Open to challenges?	6		
7) Risks new ideas not contained in course?	7		
8) Clear about course goals?	8		
9) Communicative about your work in progress?	9		
Studio or lab Aca or Lect			
10) Fair and impartial in dealing with students?	10		
11) Stimulating you to think and produce?	11		
12) Available during announced office hours?	12		
13) Has your opinion of the instructor been effected by the relevancy of the course?	13		

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EVALUATION OF THE MODE OF ANALYSIS

Please comment. Did the questionnaire tap the areas you consider important in evaluating a member of the faculty?

If not, please add in your own words any additional comments on the instructors and / or suggestions for improving the questionnaire itself.

ENVIRONMENTAL FACTORS

1. Was the environment conducive to learning? Yes No

2. Was the class size appropriate to the nature of the class? Yes No

Approved by
Scholastic Standards Committee
Faculty Council 11 / 28 / 72
Revised Form 3 / 1 / 73

APPENDIX D
ANNUAL PERSONAL DATA FORM

Name and Rank

Record for September, 19-- through August, 19--

Please fill out this form as completely as possible. Attach additional sheets if necessary.

I. Professional Improvement

a. Further study completed. (File supporting documents with this form)

Course	College	Grade or Audit	Degree Awarded

b. Professional Organizations (College, State, National, International):

Name of Organization	Membership	Office Held	Committee Membership

c. Attendance and Level of Participation at Conferences and / or Conventions:

Conference or Convention	Participation	Date and Place

d. Travel

General Area	Time Spent	Purpose

II. Professional Contributions

a. Exhibitions

b. Publication (include title, journal, or publisher), papers written, presented, or research engaged in during current year. State area of study and purpose.

c. Other activities similar to b. (Development of new courses, preparing materials for special fields, others. Describe briefly, state purpose.)

d. Creative work and Commissions. (Painting & Sculpture, etc.)

e. Development of new equipment, teaching devices. Describe briefly, state purpose.

f. Speaking engagements. (Those accepted because of your status at the college.)

Place Subject Type of Group

g. Consultant service. (Advisory activities, trusteeships, etc.)

III. College Service

A. Work with Students

1. Assignment to student organizations

Organization

2. Other special Areas (e.g., Coaching, Dramatics, Orchestra, Glee Club, etc.)

Activity

Activity

3. Work with students other than regularly scheduled conference hours.

B. Individual or joint contributions made for overall improvement of departmental effectiveness. (List, describe briefly)

C. Professional responsibilities. (Faculty committees, administrative duties, etc. Describe briefly including studies, reports, etc.).

D. Teaching responsibilities.
Courses taught during the year including Continuing Studies Program:

Course Name	Department Number	Number of Students	Semester (Summer)

IV. Professional Stature

a. Honors and Awards.
Describe briefly.

b. Lectures and courses given at other institutions.

Institution	Lecture or Course	Duration

V. The space below is provided for any additional information not adequately classified in the previous four categories.

Date Signature

APPENDIX D

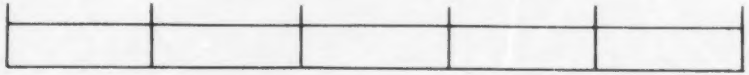
Course Type _____
Course Number _____
Required _____ Elective _____
Faculty Member _____
Date _____

		Always	Often	Sometimes	Rarely	Never
Part One: Objective Criteria						
Is the Instructor:						
1. Well organized, prepared?	1					
2. Clear in communicating ideas?	2					
3. Enthusiastic about the subject?	3					
4. Enthusiastic about teaching?	4					
5. Helpful when you go with a problem?	5					
6. Open to questions?	6					
7. Open to challenges?	7					
8. Innovative?	8					
9. Clear about course goals?	9					
10. Communicative about your work in progress?	10					
Part Two: Subjective Criteria						
Is the Instructor:						
11. Sensitive to students feelings and needs?	11					
12. Fair and impartial in dealing with students?	12					
13. Stimulating you to think and produce?	13					
14. Someone you would go to with a non-course related problem?	14					
Part Three: The Course						
Was the course:						
15. Personally useful?	15					
16. Relevant to your life goals?	16					
17. Relevant to your professional goals?	17					
18. Reasonable in terms of work load?	18					

Part Four: Environmental Factors

19. Was the physical environment conducive to learning? 19

20. Was the class size appropriate to the nature of the course? 20



Part Five: Evaluation of this mode of analysis?

21. Please comment. Did this questionnaire tap the areas you consider important in rating a faculty member?

22. If not, please add in your own words any additional comments on the instructor, and/or suggestions for improving the questionnaire itself.